

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT (this "**Agreement**") is made and entered into this ~~17~~ day of November, 2016, by and between **Sandbox AG**, a corporation organized under and governed by the laws of Switzerland, with registered address at Gubelstrasse 11, 6300 Zug, Switzerland, company number CHE-114.864.355 ("**Seller**") and Thousand Network Holding ("**Purchaser**"), which shall hold the Marks (as defined below) on behalf of **Thousand Network**, a registration-pending charity in England and Wales, St Peters House, Windmill St, Macclesfield, SK11 7HS ("**Thousand Network**").

WITNESSETH:

WHEREAS, Seller is the owner of certain trademarks listed on Exhibit A ("**Trademarks**"), certain domain name registrations listed on Exhibit B ("**Domains Names**"), and certain associated logos, taglines, social media IDs, photographs, and video and audio footage listed on Exhibit C ("**Other Identifiers**"), such Trademarks, Domain Names, and Other Identifiers, collectively the "**Marks**"; and

WHEREAS, Seller has stopped its operational business activities for several months and the past shareholders' meeting of Seller has resolved to dissolve the Seller and thereby to approve the sale of the Marks to Purchaser, Seller desires to sell, assign, transfer and convey each of the Marks to Purchaser, and Purchaser desires to accept such sale, assignment, transfer and conveyance and to acquire all rights, title and interest of Seller in and to the Marks.

NOW, THEREFORE, Seller and Purchaser ("**Parties**", each a "**Party**") agree as follows:

1. Sale and Purchase of Marks.

a. **Sale Object.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer, assign and convey and Purchaser agrees to purchase and accept on the terms stated herein, all of Seller's rights, title and interest in and to the Marks.

b. **Purchase Price.** As consideration for the assignment of the Marks pursuant to this Agreement, Purchaser shall pay a purchase price equal to USD 100 (excl. VAT and other transfer taxes, if any), payable via wire transfer to Seller's bank account (Credit Suisse AG in Zug Switzerland, IBAN CH75 0483 5174 9603 2100 1, BIC/SWIFT CRESCHZZ80A). The sale of the Marks is not subject to Swiss VAT. However, any foreign (i.e. non-Swiss) VAT and/or other transfer taxes which might be due in connection with the sale and transfer of the Marks from Seller to Purchaser (if any) (collectively, "**Transfer Taxes**") shall be borne by Purchaser in addition to the purchase price. Purchaser shall be responsible for the accurate settlement of any such Transfer Taxes and shall hold Seller harmless from the payment of such Transfer Taxes.

2. Assignment of Marks.

a. **Trademarks.** Subject to the terms and conditions of this Agreement, Seller hereby assigns to Purchaser all of Seller's rights, title and interest in and to the

Trademarks, including the right to prosecute and maintain any of the Trademarks and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Trademarks. The foregoing assignment shall include all applications to register any of the Trademarks, and all registrations that have been or may be granted for any of the Trademarks, together with all rights associated with the applications and registrations for the Trademarks, and the right to stand in the place of the Seller in all matters related to the Trademarks.

b. Domain Names and Other Identifiers. Subject to the terms and conditions of this Agreement, Seller hereby assigns to Purchaser all of Seller's rights, title and interest in and to the Domain Names and Other Identifiers, together with all trademark rights that may have accrued through use of the Domain Names and Other Identifiers and all registrations for the Domain Names with any domain name registrar, including the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Domain Names or Other Identifiers.

c. Acceptance. As of the date hereof, Purchaser hereby accepts the foregoing assignment.

d. Costs. The Parties shall each bear their respective fees and costs relating to or associated with the aforementioned assignments; provided, that, for the avoidance of doubt, it is understood that Purchaser shall bear any and all lawyers' fees specifically related to the preparation of the documents required for the filing of the assignments and the registration costs of the registries related to the assignment of the Marks contemplated by this Agreement (but not, for further avoidance of doubt, any lawyers' fees related to the preparation of this Agreement).

e. Transfer of Marks to Thousand Network. Purchaser agrees that it shall not utilize the Marks in any manner other than holding the Marks on behalf of Thousand Network; provided, that if Thousand Network's charity application is not approved by relevant authorities or Purchaser is otherwise unable to transfer the Marks to Thousand Network, Purchaser covenants that it shall utilize the Marks for purposes that are exclusively charitable according to the laws of England and Wales for a period of at least three years after conclusion of this Agreement. Purchaser shall pass on to Seller (or its successors) any proceeds exceeding CHF 100 if Purchaser transfers the Marks within three years after conclusion of this Agreement or if Purchaser stops to hold the Marks on behalf of Thousand Network. For the avoidance of doubt, Purchaser may transfer the Marks to Thousand Network but shall pass on to Seller (or its successors) any proceeds exceeding CHF 100, arising from such transfer.

3. Further Assurances. Seller will execute the assignment instrument in the form set forth in Exhibit D ("**Trademark Assignment**"), and such further assignments and documents and do such other acts that are reasonably necessary to vest all of Seller's right, title and interest in and to the Marks in Purchaser, including for the avoidance of doubt, the steps required by the current procedures promulgated by the domain's registrar to transfer the Domain Names to Purchaser. Purchaser agrees and covenants that at any time and from time to time it will promptly execute and deliver such further instruments and documents and take such further action as Seller may reasonably require in order to carry out the full intent and purpose of this Agreement (which shall

not include any instruments, documents or actions conveying a security interest or right to Seller). Notwithstanding the foregoing, Seller's obligations under this section shall expire six (6) months following the date this Agreement is signed by all the Parties.

4. Warranties. As of the date hereof, Seller hereby represents and warrants that it owns or possesses sufficient legal rights to the Marks without, to the Seller's knowledge, any violation or infringement of the rights of others. To the Seller's knowledge, there is no outstanding option, license, agreement, claim, encumbrance or shared ownership interest of any kind relating to the Marks as of the date hereof. The Seller has not received as of the date hereof any written communications alleging that the Seller's ownership or use of the Marks has violated or would violate any of the intellectual property rights of any other person. Purchaser shall have no liability or obligation with respect to, and Seller agrees to indemnify, defend and save Purchaser and each of its respective officers, directors and employees harmless from and against any and all liabilities, obligations, demands, claims, proceedings, causes of action, losses, costs, expenses, interest, penalties and damages arising from any inaccuracy in any of the representations or warranties of Seller contained in this Section 4. Except as otherwise set forth in this Section 4, (i) the assignments made hereunder are on an "AS IS" basis with no warranties of any kind, express or implied and (ii) Purchaser hereby expressly acknowledges and agrees that Seller hereby expressly disclaims any such warranties, including any warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

5. Condition Precedent. The rights and obligations of the Parties set out in this Agreement, in particular relating to the sale and assignment of the Marks and the payment of the purchase price shall be subject to the condition precedent that the shareholders' meeting of Seller approves the sale and assignment of the Marks for a purchase price of CHF 100 no later than November 1, 2016 ("**Condition Precedent**").

6. Press Release / Communication. Purchaser and Seller shall jointly prepare a mutually-satisfactory press release / communication (the "**Publications**") regarding the transfer of the Marks contemplated in this Agreement, which Publications shall be published (i) on Purchaser's webpage and (ii) on any third party webpages or communication channels to be mutually-determined by Seller and Purchaser. These Publications must be made within ten days following the completion of the Condition Precedent for a term of three months.

7. Miscellaneous

a. No Recordation. Neither this Agreement nor a memorandum hereof shall be recorded in any jurisdiction or public record. Notwithstanding the aforementioned, the Parties shall be entitled to record Exhibits with the competent authorities in order to register the transfer of Marks as the case may be.

b. No Assignment. Neither this Agreement nor any rights or obligations thereunder shall be assigned by any Party, including, but not limited, pursuant to a transfer of assets or divestiture, without the prior written consent of the other Party.

c. Severability. If any provision of this Agreement is or becomes illegal, invalid or

unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the legality, validity or enforceability in any other jurisdiction of that provision or of any other provision of this Agreement. The illegal, invalid or unenforceable provision(s) shall be replaced by a legal, valid, and enforceable substitute provision the effect of which is as close as possible to the intended effect of the illegal, invalid, or unenforceable provision. The same shall apply in case of a gap or omission.

d. Entire Agreement. This Agreement, including all Annexes attached hereto, constitutes the entire agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Marks and/or to facilitate the registration of such transfer.

e. Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties.

f. No Waiver. The failure of either Party to enforce the provisions of this Agreement at any time shall in no way be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision.

g. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

8. Governing Law and Jurisdiction


a. Governing Law. The laws of Switzerland (excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort or otherwise).

b. Jurisdiction. Any disputes arising out of or in connection with this Agreement, including any disputes regarding its validity or its termination and the validity of this choice of forum provision shall exclusively be brought before the competent courts in the city of the Seller's domicile in the city of Zug, Canton of Zug, Switzerland.

[Remainder of page intentionally left blank; signature page follows]

Seller:

Sandbox AG



Severin Jan Rüegger
Chairman of the board of directors



Julia Pelleschi (former: Lyner)
Member of the board of directors

Purchaser:

Thousand Network

Dr. Tia Kansara
Chair, Thousand Network

Mr. William McQuillan
Treasurer, Thousand Network

Ms. Karen Mok
Secretary, Thousand Network

Seller:

Sandbox AG

Severin Jan Rüegger
Chairman of the board of directors

Julia Pelleschi (former: Lyner)
Member of the board of directors

Purchaser:

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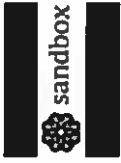
Mr. William McQuillan
Treasurer, Thousand Network

Ms. Karen Mok
Secretary, Thousand Network

Exhibit A

Trademarks

Trademark	Logo	Type	Jurisdiction	Class	No. of application	No. of registration	Expiration	Status
Sandbox	--	Word	EU	35, 36	008892937	008892937	18.02.2020	Registered

sandbox <FIG>		Figurative Mark	IN	35, 36, 41	2245703	--	--	Pending
			IR_M2	35, 36, 41		1109239	28.12.2021	Registered
			US (US part of IR)	36, 41	7910034	4378091	28.12.2021	Registered
			CH	35, 36, 41	60713/2011	CH 624382	22.09.2021	Registered

SANDBOX	--	Word	IR_M2	35, 36, 41		1206885	02.04.2024	Registered
			IN (IN-part of IR)	35, 36, 41		1206885	02.04.2024	Registered
			US (US part of IR)	35, 41	79148337	4876327	02.04.2024	Registered
			CH	35, 36, 41	60711/2011	CH 624490	22.09.2021	Registered

Exhibit B

Domain Names

sandbox.is
sandbox-network.com
sandboxers.net
sandbox.community
sandbox.international
sandbox.club
sandbox.net
sandbox.co.uk
sandbox.uk
sandboxrs.ch
sandboxrs.eu
sandboxrs.org
sandboxrs.de
sandboxrs.net
sandboxrs.com
sandboxrs.info
sandboxrs.at

Exhibit C

Other Identifiers

- Assorted photographs, audio and video footage of Sandbox Network events, including, without limitation, video footage, final video and photographs from Sandbox Transamerica Expedition and Global Sandbox Summit in Lisbon
- Any such other media bearing the name of Sandbox Network, or any of its affiliates.

Exhibit D

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into this [] day of [], 2016, by and between **Sandbox AG**, a corporation organized under and governed by the laws of Switzerland, with registered address at Gubelstrasse 11, 6300 Zug, Switzerland, company number CHE-114.864.355 ("**Assignor**") and **Thousand Network**, a registration-pending charity in England and Wales, St Peters House, Windmill St, Macclesfield, SK11 7HS ("**Assignee**").

WITNESSETH

WHEREAS, Assignor entered into an agreement to assign the trademarks set forth on Schedule 1 attached hereto (the "**Marks**") and the U.S. Trademark Applications for the Marks (the "**Applications**") to Assignee for good and valuable consideration, the receipt of which Assignor acknowledged, on [] [], 2016.

WHEREAS, Assignee acquired that portion of the business represented by the Marks as of [] [], 2016.

WHEREAS, this Agreement memorializes the prior agreement and understanding of the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees that it has assigned unto the Assignee, all right, including common law rights, title and interest in and to said Marks and Applications together with the goodwill of the business symbolized by said Marks and the Applications and that portion of the business to which the Marks pertain.

ASSIGNOR: SANDBOX AG

Date of Execution _____

By: _____

Name: _____

Title: _____

ASSIGNEE: THOUSAND NETWORK

Date of Execution _____

By: _____


Name: _____

Title: _____

Schedule 1

Trademarks

Trademark	Logo	Type	Jurisdiction	Class	No. of application	No. of registration	Expiration	Status
Sandbox	--	Word	EU	35, 36	008892937	008892937	18.02.2020	Registered

sandbox <FIG>		Figurative Mark	IN	35, 36, 41	2245703	--	--	Pending
			IR_M2	35, 36, 41		1109239	28.12.2021	Registered
			US (US part of IR)	36, 41	7910034	4378091	28.12.2021	Registered
			CH	35, 36, 41	60713/2011	CH 624382	22.09.2021	Registered

SANDBOX	--	Word	IR_M2	35, 36, 41		1206885	02.04.2024	Registered
			IN (IN-part of IR)	35, 36, 41		1206685	02.04.2024	Registered
			US (US part of IR)	35, 41	79148337	4876327	02.04.2024	Registered
			CH	35, 36, 41	60711/2011	CH 624490	22.09.2021	Registered